

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA

CHAPTER 13 PLAN - Corrected Seconded AMENDED
AND RELATED MOTIONS

Name of Debtor(s): **Linda H. White**

Case No: **10-72777**

This plan, dated **May 27, 2011**, is:

- ☐ the *first* Chapter 13 plan filed in this case.
☒ a modified Plan, which replaces the
☒ confirmed or ☐ unconfirmed Plan dated **5/9/2011**.

Date and Time of Modified Plan Confirming Hearing:
7/21/2011 AT 10:00AM

Place of Modified Plan Confirmation Hearing:
Judge St. John's Crt, US BK Crt, 600 Granby Street, 4th Fl, Ctrm #1, Norfolk, VA 23510

The Plan provisions modified by this filing are:
1, 5A

Creditors affected by this modification are:
None

NOTICE: YOUR RIGHTS WILL BE AFFECTED. You should read these papers carefully. If you oppose any provision of this Plan, or if you oppose any included motions to (i) value collateral, (ii) avoid liens, or (iii) assume or reject unexpired leases or executory contracts, you MUST file a timely written objection.

This Plan may be confirmed and become binding, and the included motions in paragraphs 3, 6, and 7 to value collateral, avoid liens, and assume or reject unexpired leases or executory contracts may be granted, without further notice or hearing unless a written objection is filed not later than seven (7) days prior to the date set for the confirmation hearing and the objecting party appears at the confirmation hearing.

The debtor(s)' schedules list assets and liabilities as follows:

Total Assets: **\$176,974.00**
Total Non-Priority Unsecured Debt: **\$7,232.00**
Total Priority Debt: **\$0.00**
Total Secured Debt: **\$83,966.00**

1. **Funding of Plan.** The debtor(s) propose to pay the trustee the sum of **\$585.00 Monthly for 4 months, then \$100.00 Monthly for 13 months, then \$559.00 Monthly for 43 months.** Other payments to the Trustee are as follows: **NONE**. The total amount to be paid into the plan is \$ **27,677.00**.

2. **Priority Creditors.** The Trustee shall pay allowed priority claims in full unless the creditor agrees otherwise.

A. Administrative Claims under 11 U.S.C. § 1326.

1. The Trustee will be paid the percentage fee fixed under 28 U.S.C. § 586(e), not to exceed 10%, of all sums disbursed except for funds returned to the debtor(s).
2. Debtor(s)' attorney will be paid \$ **2,500.00** balance due of the total fee of \$ **3,000.00** concurrently with or prior to the payments to remaining creditors.

B. Claims under 11 U.S.C. § 507.

The following priority creditors will be paid by deferred cash payments pro rata with other priority creditors or in monthly installments as below, except that allowed claims pursuant to 11 U.S.C. § 507(a)(1) will be paid prior to other priority creditors but concurrently with administrative claims above:

Creditor	Type of Priority	Estimated Claim	Payment and Term
City Of Chesapeake		128.00	Prorata 1 months

3. **Secured Creditors: Motions to Value Collateral ("Cramdown"), Collateral being Surrendered, Adequate Protection Payments, and Payment of certain Secured Claims.**

A. Motions to Value Collateral (other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) or by the final paragraph of 11 U.S.C. § 1325(a)). Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion to value collateral as set forth herein.

This section deals with valuation of certain claims secured by real and/or personal property, other than claims protected from "cramdown" by 11 U.S.C. § 1322(b)(2) [real estate which is debtor(s)' principal residence] or by the final paragraph of 11 U.S.C. § 1325(a) [motor vehicles purchased within 910 days or any other thing of value purchased within 1 year before filing bankruptcy], in which the replacement value is asserted to be less than the amount owing on the debt. **Such debts will be treated as secured claims only to the extent of the replacement value of the collateral. That value will be paid with interest as provided in sub-section D of this section. You must refer to section 3(D) below to determine the interest rate, monthly payment and estimated term of repayment of any "crammed down" loan. The deficiency balance owed on such a loan will be treated as an unsecured claim to be paid only to the extent provided in section 4 of the Plan.** The following secured claims are to be "crammed down" to the following values:

Creditor	Collateral	Purchase Date	Est Debt Bal.	Replacement Value
-NONE-				

B. Real or Personal Property to be Surrendered.

Upon confirmation of the Plan, or before, the debtor(s) will surrender his/her/their interest in the collateral securing the claims of the following creditors in satisfaction of the secured portion of such creditors' allowed claims. To the extent that the collateral does not satisfy the claim, any timely filed deficiency claim to which the creditor is entitled may be paid as a non-priority unsecured claim. Confirmation of the Plan shall terminate the automatic stay as to the interest of the debtor(s) and the estate in the collateral.

Creditor	Collateral Description	Estimated Value	Estimated Total Claim
-NONE-			

C. Adequate Protection Payments.

The debtor(s) propose to make adequate protection payments required by 11 U.S.C. § 1326(a) or otherwise upon claims secured by personal property, until the commencement of payments provided for in sections 3(D) and/or 6(B) of the Plan, as follows:

<u>Creditor</u>	<u>Collateral Description</u>	<u>Adeq. Protection Monthly Payment</u>	<u>To Be Paid By</u>
-NONE-	Any adequate protection payment upon an unexpired lease of personal property assumed by the debtor(s) pursuant to section 6(B) of the Plan shall be made by the debtor(s) as required by 11 U.S.C. § 1326(a)(1)(B) (payments coming due after the order for relief).		

D. Payment of Secured Claims on Property Being Retained (except only those loans provided for in section 5 of the Plan):

This section deals with payment of debts secured by real and/or personal property [including short term obligations, judgments, tax liens and other secured debts]. After confirmation of the Plan, the Trustee will pay to the holder of each allowed secured claim, which will be either the balance owed on the indebtedness or, where applicable, the collateral's replacement value as specified in sub-section A of this section, **whichever is less**, with interest at the rate provided below, the monthly payment specified below until the amount of the secured claim has been paid in full. **Upon confirmation of the Plan, the valuation and interest rate shown below will be binding unless a timely written objection to confirmation is filed with and sustained by the Court.**

<u>Creditor</u>	<u>Collateral</u>	<u>Approx. Bal. of Debt or "Crammed Down" Value</u>	<u>Interest Rate</u>	<u>Monthly Paymt & Est. Term**</u>
-NONE-				

E. Other Debts.

Debts which are (i) mortgage loans secured by real estate which is the debtor(s)' primary residence, or (ii) other long term obligations, whether secured or unsecured, to be continued upon the existing contract terms with any existing default in payments to be cured pursuant to 11 U.S.C. § 1322(b)(5), are provided for in section 5 of the Plan.

4. Unsecured Claims.

A. Not separately classified. Allowed non-priority unsecured claims shall be paid pro rata from any distribution remaining after disbursement to allowed secured and priority claims. Estimated distribution is approximately 100 %. The dividend percentage may vary depending on actual claims filed. If this case were liquidated under Chapter 7, the debtor(s) estimate that unsecured creditors would receive a dividend of approximately 100 %.

B. Separately classified unsecured claims.

<u>Creditor</u>	<u>Basis for Classification</u>	<u>Treatment</u>
-NONE-		

5. Mortgage Loans Secured by Real Property Constituting the Debtor(s)' Primary Residence; Other Long Term Payment Obligations, whether secured or unsecured, to be continued upon existing contract terms; Curing of any existing default under 11 U.S.C. § 1322(b)(5).

- A. Debtor(s) to make regular contract payments; arrears, if any, to be paid by Trustee.** The creditors listed below will be paid by the debtor(s) pursuant to the contract without modification, except that arrearages, if any, will be paid by the Trustee either pro rata with other secured claims or on a fixed monthly basis as indicated below, without interest unless an interest rate is designated below for interest to be paid on the arrearage claim and such interest is provided for in the loan agreement.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Arrearage Interest Rate</u>	<u>Estimated Cure Period</u>	<u>Monthly Arrearage Payment</u>
City Of Chesapeake	1304 Old Atlantic Ave. Chesapeake, VA 23324	0.00	182.00	0%	19 months	Prorata
Everhome Mortgage Co	1304 Old Atlantic Ave. Chesapeake, VA 23324	734.00	4,008.45	0%	19 months	Prorata
Wells Fargo Auto Finance	2002 Honda CRV	459.00	1,452.00	0%	19 months	Prorata

- B. Trustee to make contract payments and cure arrears, if any.** The Trustee shall pay the creditors listed below the regular contract monthly payments that come due during the period of this Plan, and pre-petition arrearages on such debts shall be cured by the Trustee either pro rata with other secured claims or with monthly payments as set forth below.

<u>Creditor</u>	<u>Collateral</u>	<u>Regular Contract Payment</u>	<u>Estimated Arrearage</u>	<u>Interest Rate</u>	<u>Term for Arrearage</u>	<u>Monthly Arrearage Payment</u>
-NONE-						

- C. Restructured Mortgage Loans to be paid fully during term of Plan.** Any mortgage loan against real estate constituting the debtor(s)' principal residence upon which the last scheduled contract payment is due before the final payment under the Plan is due shall be paid by the Trustee during the term of the Plan as permitted by 11 U.S.C. § 1322(c)(2) with interest at the rate specified below as follows:

<u>Creditor</u>	<u>Collateral</u>	<u>Interest Rate</u>	<u>Estimated Claim</u>	<u>Monthly Paymt& Est. Term**</u>
-NONE-				

6. Unexpired Leases and Executory Contracts. The debtor(s) move for assumption or rejection of the executory contracts and leases listed below.

- A. Executory contracts and unexpired leases to be rejected.** The debtor(s) reject the following executory contracts.

<u>Creditor</u>	<u>Type of Contract</u>
-NONE-	

- B. Executory contracts and unexpired leases to be assumed.** The debtor(s) assume the following executory contracts. The debtor agrees to abide by all terms of the agreement. The Trustee will pay the pre-petition arrearages, if any, through payments made pro rata with other priority claims or on a fixed monthly basis as indicated below.

<u>Creditor</u>	<u>Type of Contract</u>	<u>Arrearage</u>	<u>Monthly Payment for Arrears</u>	<u>Estimated Cure Period</u>
-NONE-				

7. Liens Which Debtor(s) Seek to Avoid.

- A. The debtor(s) move to avoid liens pursuant to 11 U.S.C. § 522(f).** The debtor(s) move to avoid the following judicial liens and non-possessory, non-purchase money liens that impair the debtor(s)' exemptions. **Unless a written objection is timely filed with the Court, the Court may grant the debtor(s)' motion and cancel the creditor's lien.** If an objection is filed, the Court will hear evidence and rule on the motion at the confirmation hearing.

<u>Creditor</u>	<u>Collateral</u>	<u>Exemption Amount</u>	<u>Value of Collateral</u>
-NONE-			

- B. Avoidance of security interests or liens on grounds other than 11 U.S.C. § 522(f).** The debtor(s) have filed or will file and serve separate pleadings to avoid the following liens or security interests. The creditor should review the notice or summons accompanying such pleadings as to the requirements for opposing such relief. The listing here is for information purposes only.

<u>Creditor</u>	<u>Type of Lien</u>	<u>Description of Collateral</u>	<u>Basis for Avoidance</u>
-NONE-			

8. Treatment and Payment of Claims.

- All creditors must timely file a proof of claim to receive payment from the Trustee.
- If a claim is scheduled as unsecured and the creditor files a claim alleging the claim is secured but does not timely object to confirmation of the Plan, the creditor may be treated as unsecured for purposes of distribution under the Plan. This paragraph does not limit the right of the creditor to enforce its lien, to the extent not avoided or provided for in this case, after the debtor(s) receive a discharge.
- If a claim is listed in the plan as secured and the creditor files a proof of claim alleging the claim is unsecured, the creditor will be treated as unsecured for purposes of distribution under the Plan.
- The Trustee may adjust the monthly disbursement amount as needed to pay an allowed secured claim in full.

- 9. Vesting of Property of the Estate.** Property of the estate shall revert in the debtor(s) upon confirmation of the Plan. Notwithstanding such vesting, the debtor(s) may not sell, refinance, encumber real property or enter into a mortgage loan modification without approval of the Court after notice to the Trustee, any creditor who has filed a request for notice and other creditors to the extent required by the Local Rules of this Court.

- 10. Incurrence of indebtedness.** The debtor(s) shall not voluntarily incur additional indebtedness exceeding the cumulative total of \$5,000 principal amount during the term of this Plan, either unsecured or secured against personal property, except upon approval of the Court after notice to the Trustee, any creditor who has filed a request for notice, and other creditors to the extent required by the Local Rules of this Court.

11. Other provisions of this plan:

- 1) Plan Payments to step up once Vehicle is paid off.**
- 2) Debtor to pay student loans directly.**

Signatures:

Dated: May 27, 2011

/s/ Linda H. White

Linda H. White
Debtor

/s/ Seth A. Schoenfeld

Seth A. Schoenfeld 71432
Debtor's Attorney

Exhibits: **Copy of Debtor(s)' Budget (Schedules I and J);
Matrix of Parties Served with Plan**

Certificate of Service

I certify that on May 27, 2011, I mailed a copy of the foregoing to the creditors and parties in interest on the attached Service List.

/s/ Seth A. Schoenfeld

Seth A. Schoenfeld 71432

Signature

Pembroke 4

291 Independence Blvd, Suite 530

Virginia Beach, VA 23462

Address

757-961-8553

Telephone No.

Ver. 09/17/09 [effective 12/01/09]

B6I (Official Form 6I) (12/07)

In re **Linda H. White**Case No. **10-72777**

Debtor(s)

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S) - AMENDED

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status:	DEPENDENTS OF DEBTOR AND SPOUSE	
Married	RELATIONSHIP(S): Son	AGE(S): 22 years
Employment:	DEBTOR	SPOUSE
Occupation	Teacher	
Name of Employer	Pleasant Grove Baptist Church	Unemployed
How long employed	3 months	
Address of Employer	2153 Kempsville Road Virginia Beach, VA 23464	

INCOME: (Estimate of average or projected monthly income at time case filed)

1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)
2. Estimate monthly overtime

DEBTOR	SPOUSE
\$ 2,579.00	\$ 0.00
\$ 0.00	\$ 0.00

3. SUBTOTAL

\$ 2,579.00	\$ 0.00
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4. LESS PAYROLL DEDUCTIONS

- a. Payroll taxes and social security
b. Insurance
c. Union dues
d. Other (Specify): _____

\$ 349.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00

5. SUBTOTAL OF PAYROLL DEDUCTIONS

\$ 349.00	\$ 0.00
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6. TOTAL NET MONTHLY TAKE HOME PAY

\$ 2,230.00	\$ 0.00
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7. Regular income from operation of business or profession or farm (Attach detailed statement)
8. Income from real property
9. Interest and dividends
10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above
11. Social security or government assistance
(Specify): **Husband's Part Time Job**
12. Pension or retirement income
13. Other monthly income
(Specify): _____

\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 1,000.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00
\$ 0.00	\$ 0.00

14. SUBTOTAL OF LINES 7 THROUGH 13

\$ 0.00	\$ 1,000.00
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15. AVERAGE MONTHLY INCOME (Add amounts shown on lines 6 and 14)

\$ 2,230.00	\$ 1,000.00
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16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)

\$ 3,230.00	
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(Report also on Summary of Schedules and, if applicable, on
Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

Case No. **10-72777**

- | | | | |
|----|---|----|-----------------|
| a. | Average monthly income from Line 15 of Schedule I | \$ | <u>3,230.00</u> |
| b. | Average monthly expenses from Line 18 above | \$ | <u>3,130.00</u> |
| c. | Monthly net income (a. minus b.) | \$ | 100.00 |

B6J (Official Form 6J) (12/07)

In re **Linda H. White**

Debtor(s)

Case No. **10-72777**

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S) - AMENDED
Detailed Expense Attachment

Other Utility Expenditures:

Cable/Internet/Phone	\$	130.00
Cell phone(s)	\$	120.00
Natural Gas	\$	40.00
Total Other Utility Expenditures	\$	290.00

B6 Declaration (Official Form 6 - Declaration). (12/07)

**United States Bankruptcy Court
Eastern District of Virginia**

In re Linda H. White

Debtor(s)

Case No. 10-72777

Chapter 13

DECLARATION CONCERNING DEBTOR'S SCHEDULES - AMENDED

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 31 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date May 27, 2011

Signature /s/ Linda H. White

Linda H. White

Debtor

Penalty for making a false statement or concealing property: Fine of up to \$500,000 or imprisonment for up to 5 years or both.
18 U.S.C. §§ 152 and 3571.

Linda H. White
1304 Old Atlantic Ave.
Chesapeake, VA 23324

Absolute Collections Service
421 Fayetteville St., Suite 600
Raleigh, NC 27601

APS Services
50 California Street
San Francisco, CA 94111

American Medical Collection Ag
2269 South Sawmill River Road
Bldg 3
Elmsford, NY 10523

Bayview Physician Svcs, PC
PO BOX 7068
Portsmouth, VA 23707

Cavalry Portfolio Service
PO BOX 27288
Tempe, AZ 85285

Cavalry Portfolio Services
7 Skyline Drive, 3rd Floor
Hawthorne, NY 10532

CCS
P O Box 55126
Boston, MA 02205

Chesapeake Emergency Physcians
P O Box 62327
Virginia Beach, VA 23466

Chesapeake General District Ct
307 Albemarle Drive
Civic Center
Chesapeake, VA 23322-5571

Chesapeake General Hospital
PO BOX 2028
Chesapeake, VA 23320

Chesapeake Radiology
P O Box 1707
Chesapeake, VA 23327

Cingular Wireless
P O Box 536216
Atlanta, GA 30353-6216

City Of Chesapeake
Barbara O. Carraway, Treasurer
PO BOX 16495
Chesapeake, VA 23328

Commonwealth Info Services
P O Box 6610
Newport News, VA 23606

Cox Cable of Hampton Roads
PO Box 62549
Virginia Beach, VA 23466

Credit Adjustment Board
306 E Grace Street
Richmond, VA 23219-1718

Credit Collection Service
Two Wells Avenue
Newton Center, MA 02459

Credit Control Corp
11821 Rock Landing Dr
Newport News, VA 23606

Digestive Liver Disease Spec.
Amelia Bldg.
85 Kempsville Rd., Suite 114
Norfolk, VA 23502

Direct Loan
PO BOX 5609
Greenville, TX 75403

ECMC
101 5th Street E
Ste 2400
Saint Paul, MN 55101

Enhanced Recovery Corp
P O Box 1967
Southgate, MI 48195

Equidata
724 Thimble Shoals Blvd
Newport News, VA 23606

Everhome Mortgage Co
8100 Nations Way
Jacksonville, FL 32256

GEMB/Walmart
P O Box 981400
El Paso, TX 79998

General Revenue Corporation
PO Box 6138
Indianapolis, IN 46206-6138

Glasser & Glasser PLC
Crown Center Bldg
580 E Main ST Suite 600
Norfolk, VA 23510

HRUBS
306 Cedar Road
Chesapeake, VA 23324

IC Systems
444 Hwy 96 East
Saint Paul, MN 55127

<p>Konikoff Dental Associates, Inc. 2100 Lynnhaven Parkway Suite 100 Virginia Beach, VA 23456</p>	<p>Doc 34 Filed 05/27/11 Entered 05/27/11 09:52:35 Desc Main Document Page 12 of 13</p> <p>Labcorp PO BOX 2240 Burlington, NC 27216</p>	<p>LVNV Funding LLC PO Box 10497 Greenville, SC 29603</p>
<p>LVNV Funding LLC PO Box 10587 Greenville, SC 29603</p>	<p>Medical Center Radiologist 6330 N. Center Dr Bldg 13, Suite 200 Norfolk, VA 23502</p>	<p>Mid Atlantic Dermatology 109 Wimbledon Square Chesapeake, VA 23320</p>
<p>Midland Credit Mgmt., INC. 8875 Aero Drive Ste 200 San Diego, CA 92123</p>	<p>Midland Funding LLC PO Box 60578 Los Angeles, CA 90060</p>	<p>N-Telos PO BOX 580423 Charlotte, NC 28258</p>
<p>National City Bank PO Box 5570 Cleveland, OH 44101-0570</p>	<p>Nationwide Insurance Co PO BOX 96040 Charlotte, NC 28296</p>	<p>NCO Financial Systems 507 Prudential Road Horsham, PA 19044</p>
<p>Northland Group P O Box 390846 Minneapolis, MN 55439</p>	<p>Pariser Dermatology Specialist 601 Medical Tower # 601 Norfolk, VA 23507</p>	<p>Patient First PO BOX 758941 Baltimore, MD 21275</p>
<p>Pentagroup Financial LLC P O Box 742209 Houston, TX 77274</p>	<p>Providian P.O. Box 66043 Dallas, TX 75266-0433</p>	<p>Providian Financial PO BOX 9180 Pleasanton, CA 94566</p>
<p>Receivables Management Systems PO Box 8630 Richmond, VA 23226</p>	<p>Renaissance Pediatrics 4012 Raintree Rd., Suite 200A Chesapeake, VA 23321</p>	<p>Sallie Mae P O Box 9500 Wilkes Barre, PA 18773</p>
<p>Sallie Mae, Inc. obo USA Funds Bankruptcy Litigation Unit PO Box 9430 Wilkes Barre, PA 18773-9430</p>	<p>Sara J Zecca, Esq. 222 Central Park Ave Virginia Beach, VA 23462</p>	<p>Sears Gold Mastercard PO BOX 183082 Columbus, OH 43218</p>
<p>Sentara Healthcare 535 Independence Pkwy. Suite 700 Chesapeake, VA 23320</p>	<p>Sentara Norfolk General PO BOX 2200 Norfolk, VA 23501</p>	<p>Sidath Jayanetti, MD 4037 Taylor Road, Suite C Chesapeake, VA 23321</p>
<p>Southeastern Surgical Assoc P O Box 1776 Chesapeake, VA 23327</p>	<p>Sprint Nextel Corporation Attn: Bankruptcy Dept. PO BOX 7949 Overland Park, KS 66207-0949</p>	<p>The Student Loan Corp c/o CitiBank South Dakota, N.A 701 East 60th Street North Sioux Falls, SD 57117</p>

United Student Aid Funds POB 9460 PCA MC E2142 Wilkes Barre, PA 18773-9460	Universal Fidelity LP 1445 Langham Creek Drive Houston, TX 77084	US Department of Education PO Box 7859 Madison, WI 53704
US Department of Education Direct Loan Servicing Center PO BOX 5609 Greenville, TX 75403	USA Funds 10475 Crosspoint Blvd Indianapolis, IN 46256	VA Hematology Oncology PLLC 5741 Cleveland St., Suite 300 Virginia Beach, VA 23462
Virginia Center for Women 1101 Madison Plz, 201 Chesapeake, VA 23320	Wachovia Bank Attn BK Dept R4057-01P PO BOX 13765 Roanoke, VA 24037-3765	Wells Fargo Auto Finance Attn: BK Dept PO BOX 500 Chester, PA 19013